

**MEMORANDUM OF AGREEMENT BETWEEN DEPARTMENT OF THE ARMY, XVIII AIRBORNE CORPS AND FORT BRAGG AND THE NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER REGARDING THE DEMOLITION OF BUILDINGS P-3042, P-3056, P-3354, P-3642, P-4242, P-4443, P-4539 and P-4541, CONTRIBUTING ELEMENTS TO THE SIMMONS ARMY AIRFIELD HISTORIC DISTRICT, A DISTRICT ELIGIBLE FOR LISTING ON THE NATIONAL REGISTER OF HISTORIC PLACES AT FORT BRAGG, CUMBERLAND COUNTY, NORTH CAROLINA**

WHEREAS, Department of the Army, XVIII Airborne Corps and Fort Bragg (Fort Bragg), propose to demolish buildings P-3042, P-3056, P-3354, P-3642, P-4242, P-4443, P-4539, P-4541, eight properties that are contributing elements to the Simmons Army Airfield Historic District, a district eligible for listing on the National Register of Historic Places; and

WHEREAS, the proposed demolition will create space that will be used for new construction to directly support the Fort Bragg mission; and

WHEREAS, Fort Bragg, in consultation with the North Carolina State Historic Preservation Office (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f), has determined that the proposed demolition will have an adverse effect upon the Simmons Army Airfield Historic District; and

WHEREAS, in accordance with 36 CFR 800.6 (a)(1), Fort Bragg notified the Advisory Council on Historic Preservation (Council) of the adverse effect and invited the Council to participate in consultation to resolve the adverse effect; and

WHEREAS, in response to Fort Bragg's notification and invitation pursuant to 36 CFR 800.6(a)(1), the Council declined to participate; and

WHEREAS, to fulfill requirements of 36 CFR 800.6 (a)(4) and 36 CFR 800.11(f), public involvement has been solicited and public comments addressed in the preparation of this agreement; and

WHEREAS, previous massive construction, including grading, paving, buildings and infrastructure, at Simmons Army Airfield precludes the potential for archaeological deposits and Native American tribes will be consulted in the event of an inadvertent discovery, pursuant to Fort Bragg's Integrated Cultural Resources Management Plan, and;

WHEREAS, the existing buildings within the historic district have exceeded their useful life and modern equipment and mobilization needs require larger modern structures in the existing building locations, thereby precluding adaptive reuse,

NOW, THEREFORE, Fort Bragg and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the adverse effect of the undertaking on historic properties and to mitigate the adverse effect.

## STIPULATIONS

Fort Bragg, on behalf of the Army, shall ensure that the following stipulations are implemented:

1. Mitigation of Adverse Effects on Buildings P-3042, P-3056, P-3354, P-3642, P-4242, P-4443, P-4539, and P-4541

a. Historic American Engineering Record (HAER) Level II documentation will be produced to mitigate the adverse effect. At a minimum, the HAER II documentation will include the following:

(1) Approximately 6 large-format photographs of the runway and taxiway. Approximately 8 large-format photographs of buildings P-3354, P-3642, P-4242, aircraft hangars, focusing primarily on the exterior. Approximately 12 large-format photographs of the control tower, building P-4443, focusing primarily on the exterior with representative views of the interior. Approximately 6 views each of P-4539, Fire and Rescue Building, and P-4541, Operations building focusing primarily on the exterior with representative views of the interiors of both buildings. Finally ten large-format photographs of general views taken from the Control Tower.

(2) Large format negatives and prints (64 each) in a HAER.

(3) Reproduction of original as-built drawings of six buildings, the runway, and general site plans.

(4) Archival copies of any documents located in the Fort Bragg Archives relevant to the buildings, including (but not limited to) Real Property Cards, historic maps, and any photographs showing the structures.

(5) A written narrative that will focus on the history and significance of Simmons Army Airfield.

b. An illustrated narrative report on the history of Simmons Army Airfield will be published and distributed by Fort Bragg through local offices and libraries and the Internet.

2. Administrative Stipulations

a. Definition of parties. For the purposes of this MOA the term "parties to this MOA" means Fort Bragg and the SHPO, each of which has authority under 36 CFR 800.6(c)(8) to terminate the consultation process.

b. Professional supervision. Fort Bragg shall ensure that all activities regarding historical documentation carried out pursuant to this MOA are carried out by or under the direct supervision of a person or persons familiar with HAER documentation standards.

c. Alterations to project documents. Fort Bragg shall not alter any plan, scope of services, or other document that has been reviewed and commented on pursuant to this MOA, except to finalize documents commented on in draft, without first affording the parties to this MOA the opportunity to review the proposed change and determine whether it shall require that this MOA be amended. If one or more such party determines that an amendment is needed, the parties to this MOA shall consult in accordance with 36 CFR 800.6(c)(7) to consider such an amendment.

d. Dispute Resolution

(1) Should any party to this MOA object to any action proposed by or carried out by Fort Bragg with respect to the implementation of this MOA, Fort Bragg shall consult with the objecting party to resolve the objection. If after initiating such consultation, Fort Bragg determines that the objection cannot be resolved through consultation, Fort Bragg shall forward all documentation relevant to the objection to the Council. Within 30 days after receipt of all pertinent documentation, the Council shall exercise one of the following options:

(a) Advise Fort Bragg that the Council concurs with Fort Bragg's proposed final decision, whereupon Fort Bragg will respond to the objection accordingly;

(b) Provide Fort Bragg with recommendations, which Fort Bragg shall take into account in reaching a final decision regarding its response to the objection; or

(c) Notify Fort Bragg that the objection will be referred for comment pursuant to 36 CFR 800.7(c), and proceed to refer the objection and comment. The resulting comment shall be taken into account by Fort Bragg in accordance with 36 CFR 800.7(c)(4) and § 110(l) of NHPA.

(2) Should the Council not exercise one of the above options within 30 days after receipt of all pertinent documentation, Fort Bragg may assume the Council's concurrence in its proposed response to the objection.

(3) Fort Bragg shall take into account any Council recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; Fort Bragg responsibility to carry out all actions under this MOA that are not the subjects of the objection shall remain unchanged.

e. Anti-Deficiency Act Compliance. The stipulations of this agreement are subject to the provisions of the Anti-Deficiency Act. If sufficient funds are not made available to fully execute this agreement, Fort Bragg will consult with the parties to this MOA to either terminate or amend the MOA in accordance with the amendment and termination procedures found at 2d. and 2h. of this agreement.

f. Duration. This agreement is in effect until the final submission by Fort Bragg and acceptance by the National Park Service of all HAER documents, to be accomplished within three years.

g. Amendment. Any party to this MOA may propose that the MOA be amended, whereupon, the parties shall consult to consider such amendment(s). 36 CFR 800.13 shall govern the execution of the amendment.

h. Termination.

(1) If Fort Bragg determines that it cannot implement the terms of this MOA, or if the SHPO determines that the MOA is not being properly implemented, Fort Bragg or the SHPO may propose to the other party that this MOA be terminated.

(2) The party proposing to terminate this MOA shall so notify all parties to this MOA, explaining the reasons for termination and affording them thirty (30) days to consult and seek alternatives to termination.

(3) Should such consultation fail, Fort Bragg or the SHPO may terminate the MOA. Should the MOA be terminated, Fort Bragg shall either:

(a) Consult in accordance with 36 CFR 800.6 to develop a new MOA; or

(b) Request the comments of the Council pursuant to 36 CFR 800.7.

i. This MOA is not valid until a signed copy of this agreement has been filed with the Advisory Council on Historic Preservation. A signed copy will be sent to HQDA as well.

Execution of this MOA by Fort Bragg and the SHPO, and implementation of its terms, evidences that Fort Bragg has afforded the Council a reasonable opportunity to comment on the demolition of buildings P-3042, P-3056, P-3354, P-3642, P-4242, P-4443, P-4539, and P-4541 and its effects on historic properties, and that Fort Bragg has taken into account the effects of its undertaking on historic properties. Execution and compliance with this MOA fulfills Fort Bragg's Section 106 responsibilities for the demolition undertaking pursuant to the NHPA.

FORT BRAGG

By:\_\_\_\_\_ Date:\_\_\_\_\_

Al Aycock  
Colonel, U.S. Army  
Garrison Commander

NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER

By:\_\_\_\_\_ Date:\_\_\_\_\_

Dr. Jeffrey Crow, Director  
North Carolina Division of Archives and History  
State Historic Preservation Officer